

16A 96-03

THIS AGREEMENT, made this 11 day of July,  
1971, by and between the United States of America, acting by and through the  
 Area Director, Navajo Area Office, Bureau of Indian Affairs, hereinafter  
 referred to as the Bureau; The State of Arizona, acting by and through its State  
 Highway Department, hereinafter referred to as the State; And the Navajo Tribe  
 of Indians, acting by and through the Chairman of the Navajo Tribal Council,  
 hereinafter called the Tribe, witnesseth:

## RECITALS:

For the safety and protection of the traveling public, it is necessary  
 and desirable that certain improvements be made on the State Highway System  
 near Window Rock. These improvements shall include, but not be limited to,  
 the maintenance of traffic signals and highway lighting at the intersection of State  
 Route 264 and Indian Route 12, and

WHEREAS, the parties hereto for their mutual benefit desire to  
 cooperate in the operation and maintenance of the said improvements in the  
 manner hereinafter stated, and

WHEREAS, it is the desire of the parties hereto to proceed with and  
 set out in writing their understandings and agreements pursuant to which the said  
 improvements shall be made and subsequently operated, maintained and replaced

## ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained  
 and the faithful performance thereof, the Navajo Tribe agrees:

1. To provide and set aside sufficient funds to defray the  
 operation and maintenance of said improvements on the State Highway System  
 near Window Rock.

*Witness my hand and seal  
 this 11th day of July 1971  
 at Window Rock, Navajo Nation*

*Witness my hand and seal  
 this 11th day of July 1971  
 at Window Rock, Navajo Nation*

2. In the event of any future construction projects involving the above-referenced intersection, the project plans shall include all details for the relocation and/or modification of any or all signal and/or illumination equipment, and such plans shall be submitted to the State for approval. All costs of this work shall be at the Navajo Tribe's expense.

3. That any proposed modifications of traffic signals and/or highway lighting location(s) on the State Highway System shall be based on and supported by traffic studies. All proposed modifications shall be submitted to the State for approval.

4. To permit the State or its authorized agent to inspect all equipment installed on the State Highway System near Window Rock.

5. To furnish all labor, tools, and construction equipment necessary to replace damaged or defective materials and apparatus, and when deemed necessary and with the approval of the State, to install additional apparatus as may be required; all materials and apparatus whether replacements or additions, to be State furnished.

6. To provide each year sufficient funds necessary for the complete maintenance and operation of the said installation(s) subject, however, to appropriations by the Tribe's legislative bodies. Various items of maintenance shall include, but not be limited to, the following:

- (a) Furnish electrical energy
- (b) Replace lamps semi-annually or as required by burn-out with approved

long-life signal lamps. Lamps to be furnished locally.

- (c) Signal lenses and reflectors shall be thoroughly cleaned semi-annually, or sooner if required.
  - (d) Signal heads, brackets, poles, posts, control boxes, housings and conduits aboveground shall be repainted every 2 years, or sooner if required, to prevent corrosion and to maintain the good appearance of the equipment. Paint to be furnished locally.
  - (e) The signal heads shall be focused as required.
  - (f) Detailed maintenance records shall be kept and analyzed at regular intervals to determine future maintenance policies. Maintenance records shall include the date that each of the following was accomplished: cleaning, lamp replacing, painting, and similar items for each installation. Maintenance records shall be available for inspection by the Highway Department.
7. That maintenance shall continue until such time as, by mutual agreement, it is no longer necessary or desirable.

#### ARTICLE II

IN CONSIDERATION of the covenants contained in Article I above and the faithful performance thereof, the Bureau of

Indian Affairs agrees:

1. To advance the Navajo Tribe at the beginning of each quarter, not to exceed the amount of \$125.00 for performance assumed under Article I, 6 - (a)(b)(c)(d)(e) and (f).

#### ARTICLE III

IN CONSIDERATION of the covenants herein contained and the faithful performance thereof, the State agrees:

1. To provide engineering consultation as may be required for the maintenance of the signal system.

2. In future construction projects involving locations on the State Highway System near Window Rock, the project plans shall include all details for the relocation and/or modification of any or all signal and/or illumination equipment, and such plans shall be submitted to the Navajo Tribe for their approval. All costs of such work shall be at the State's expense.

3. To furnish replacements for damaged or defective materials and apparatus, and to furnish additional material or apparatus as may be required, based upon and supported by future traffic studies.

4. To operate and maintain the traffic control apparatus.

#### ARTICLE IV

IN CONSIDERATION of these premises, it is mutually agreed:

The State is bound by this agreement to furnish certain materials and apparatus as hereinbefore stated; and

the Navajo Tribe, in the maintenance of the signals and the work incidental thereto, shall save and hold harmless the State, any of its departments, agencies, officers or employees from all cost and damage, which is caused by any activity, condition, or event arising out of the performance or non-performance of any provision of this agreement by the Tribe and any of its agents. The above costs and damages incurred by the State, any of its departments, agencies, officers or employees shall include, in the event of an action, court costs, expenses of litigations, and reasonable attorneys' fees.

The same hold harmless provisions shall apply with equal force and effect to the State in all its activities under this agreement.

#### ARTICLE V

If any provision of this agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this agreement are severable.

IN WITNESS WHEREOF, the parties herunto have executed this agreement this 14 day of July, 1992.

STATE OF ARIZONA

William N. Price  
State Highway Engineer

By [Signature]  
A. L. Chadwick, Deputy  
State Engineer

THE NAVAJO TRIBE OF INDIANS

By *[Signature]*  
Raymond Nakai  
Chairman  
Navajo Tribal Council

BUREAU OF INDIAN AFFAIRS

By *[Signature]*  
Graham Holmes  
Area Director  
Navajo Area Office

RECEIVED BY  
*[Signature]*  
Attorney for Adm. Serv.  
Department

DEC 29 1992  
4-1471  
*[Signature]*

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